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and Quintessa LLC d/b/a The Injury Help Network

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UNITED STATES DISTRICT COURT
~~9~~ CENTRAL DISTRICT OF CALIFORNIA

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~~11~~_____

TERRY FABRICANT, individually and on behalf of all others similarly
situated,

Plaintiff,

v.

SUNSET WEST LEGAL GROUP, PC and QUINTESSA LLC d/b/a THE INJURY HELP
NETWORK,

Defendants. Case No.: 2:24-cv-04264-FLA-MAA

~~12~~
~~STIPULATED~~

Hon. Fernando L. Aenlle-Rocha

JOINT STIPULATION FOR CONFIDENTIALITY AND PROPOSED PROTECTIVE
~~13~~ ORDER

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IT IS HEREBY STIPULATED by and between Plaintiff, Terry Fabricant
("Plaintiff"), and Defendants, Sunset West Legal Group, PC ("Sunset")

and Quintessa LLC d/b/a The Injury Help Network ("Quintessa") (collectively, the "Defendants") (Plaintiff and Defendants may be individually referenced as a "Party" and collectively referenced as the "Parties"), by and through their respective counsel of record, that in order to facilitate the exchange of confidential information and documents, the Parties desire to contractually bind themselves to the terms herein and, if necessary, obtain the Court's approval of this agreement,

THEREFORE, based upon the foregoing, the Parties hereby stipulate and agree to the following terms and conditions and to entry of an order hereon by the Court:

1. PURPOSES AND LIMITATIONS

~~19~~ Discovery in this action is likely to involve production of confidential,
~~20~~ proprietary, or private information for which special protection from public
~~21~~ disclosure and from use for any purpose other than prosecuting this litigation may
~~22~~ be warranted. Accordingly, the ~~parties~~Parties hereby stipulate to and petition the Court to
~~23~~ enter the following Stipulated Protective Order. The ~~parties~~Parties acknowledge that this
~~24~~ Stipulated Protective Order does not confer blanket protections on all disclosures or
~~25~~ responses to discovery and that the protection it affords from public disclosure and
~~26~~ use extends only to the limited information or items that are entitled to confidential
~~27~~ treatment under the applicable legal principles. The ~~parties~~Parties further acknowledge, as
~~28~~ set forth in Section 13.3 below, that this Stipulated Protective Order does not entitle

~~Revised 10/27/21~~

~~1~~ them to file confidential information under seal; Local Rule 79-5 sets forth the
~~2~~ procedures that must be followed and the standards that will be applied when a
~~3~~ ~~party~~Party seeks permission from the Court to file material under seal. ~~4~~

~~5-2~~ 2. GOOD CAUSE STATEMENT

~~6 [The "Good Cause Statement" should be edited to include or exclude specific
7 information that applies to the particular case, i.e., what harm will result from the
8 disclosure of the confidential information likely to be produced in this case? Below
9 is an example:]~~
~~10~~

This action is likely to involve ~~trade secrets, customer and pricing lists and
11 other valuable research, development, commercial, financial, technical and/or
12~~sensitive confidential business, proprietary, or personal information that would not ordinarily be disclosed publicly and which, if disclosed publicly, could cause prejudice or competitive harm, and therefore, for which special protection from public disclosure and

~~13~~ from use for any purpose other than prosecution of this action is warranted. Such ~~14~~ confidential and proprietary materials and information consist of, among other ~~15~~ things, confidential business or financial information, information regarding ~~16~~ confidential business practices, or other confidential ~~research, development, or~~ ~~17 commercial~~ information (including information potentially implicating privacy rights of third ~~18~~ parties), information otherwise generally unavailable to the public, or which may be ~~19~~ privileged or otherwise protected from disclosure under state or federal statutes, ~~20~~ court rules, case decisions, or common law. Accordingly, to expedite the flow of ~~21~~ information, to facilitate the prompt resolution of disputes over confidentiality of ~~22~~ discovery materials, to adequately protect information the ~~parties~~ Parties are entitled to ~~23~~ keep confidential, to ensure that the ~~parties~~ Parties are permitted reasonable necessary uses ~~24~~ of such material in preparation for and in the conduct of trial, to address their ~~25~~ handling at the end of the litigation, and to serve the ends of justice, a protective ~~26~~ order for such information is justified in this matter. It is the intent of the ~~parties~~ Parties that information will not be designated as confidential for tactical reasons and that ~~28~~ nothing be so designated without a good faith belief that it has been maintained in a ~~5~~ ~~1~~ confidential, non-public manner, and there is good cause why it should not be part ~~2~~ of the public record of this case.

3
~~4 3. DEFINITIONS~~
~~5 3.1. Action: [This pending federal lawsuit.] [Alternatively, this definition~~
~~6 may include consolidated or related actions.]~~
~~7 3.2~~

3.1 Action: The above-captioned matter pending before the United States District Court for the Central District of California; namely, Terry Fabricant v. Sunset West Legal Group, PC and Quintessa LLC d/b/a The Injury Help Network, docketed as Case No. 2:24-cv-04264-FLA-MAA.

3.2. Challenging Party: A Party or Nonparty that challenges the ~~8~~ designation of information or items under this Stipulated Protective ~~9~~ Order.

~~10 3.3 3.3. "CONFIDENTIAL" Information or Items: Information~~ (regardless of

~~11~~ how it is generated, stored or maintained) or tangible things that ~~12~~ qualify for protection under Federal Rule of Civil Procedure 26(c), and

~~13~~ as specified above in the Good Cause Statement.

~~14 3.4 3.4. Counsel: Outside Counsel of Record and In-House Counsel (as well~~

~~15~~ as their support staff).

~~16 3.5 3.5. Designating Party: A Party or Nonparty that designates information or~~

17 items that it produces in disclosures or in responses to discovery as
18 ~~"~~ "CONFIDENTIAL."
19 ~~3.6~~ 3.6. Disclosure or Discovery Material: All items or information,
regardless
20 of the medium or manner in which it is generated, stored, or
21 maintained (including, among other things, testimony, transcripts,
and
22 tangible things), that is produced or generated in disclosures or
23 responses to discovery in this matter.
24 ~~3.7~~ 3.7. Expert: A person with specialized knowledge or experience in
a
25 matter pertinent to the litigation who has been retained by a Party
or its
26 counsel to serve as an expert witness or as a consultant in this
Action. ~~27~~ ///
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3.8. In-House Counsel: Attorneys who are employees of a party to this Action. In-House Counsel does not include Outside Counsel of Record or any other outside counsel.

3.9. Nonparty: Any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.

3.10. Outside Counsel of Record: Attorneys who are not employees of a party to this Action but are retained to represent or advise a party to this Action and have appeared in this Action on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party, and includes support staff.

3.11. Party: Any party to this Action, including all of its officers, directors, employees, consultants, retained experts, In-House Counsel, and Outside Counsel of Record (and their support staffs).

3.12. Producing Party: A Party or Nonparty that produces Disclosure or Discovery Material in this Action.

3.13. Professional Vendors: Persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

3.14. Protected Material: Any Disclosure or Discovery Material that is designated as ~~"~~CONFIDENTIAL.~~"~~

3.15. Receiving Party: A Party that receives Disclosure or Discovery Material from a Producing Party.

~~3.8.~~

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4. SCOPE

~~2-~~ The protections conferred by this Stipulated Protective Order cover not only

~~3~~ Protected Material, but also (1) any information copied or extracted from Protected

~~4~~ Material; (2) all copies, excerpts, summaries, or compilations of Protected Material;

~~5~~ and (3) any testimony, conversations, or presentations by Parties or their Counsel

~~6~~ that might reveal Protected Material.

~~7-~~ Any use of Protected Material at trial shall be governed by the orders of the

~~8~~ trial judge. This Stipulated Protective Order does not govern the use of Protected

~~9~~ Material at trial. ~~10~~

~~11-5~~ 5. DURATION

~~12 [One possible paragraph:]~~

~~13 Once a case proceeds to trial, all of the information that was designated as~~

~~14 confidential or maintained pursuant to this Stipulated Protective Order becomes~~

~~15 public and presumptively will be available to all members of the public, including~~

~~16 the press, unless compelling reasons supported by specific factual findings to~~

~~17 proceed otherwise are made to the trial judge in advance of the trial. See~~

~~18 Kamakana v. City and County of Honolulu, 447 F.3d 1172, 1180-81 (9th Cir. 2006)~~

~~19 (distinguishing "good cause" showing for sealing documents produced in discovery~~

~~20 from "compelling reasons" standard when merits-related documents are part of~~

~~21 court record). Accordingly, the terms of this Stipulated Protective Order do not~~

~~22 extend beyond the commencement of the trial.~~

~~23 [Alternative possible paragraph:]~~

~~24~~

Even after final disposition of this litigation, the confidentiality obligations

~~25~~ imposed by this Stipulated Protective Order shall remain in effect until a

~~26~~ Designating Party agrees otherwise in writing or a court order otherwise directs.

~~27~~ Final disposition shall be deemed to be the later of (1) dismissal of all claims and
~~28~~ defenses in this Action, with or without prejudice; and (2) final judgment herein

~~11~~

~~1~~ after the completion and exhaustion of all appeals, rehearings, remands, trials, or

~~2~~ reviews of this Action, including the time limits for filing any motions or

~~3~~ applications for extension of time pursuant to applicable law. ~~4~~

~~5-6~~ 6. DESIGNATING PROTECTED MATERIAL

~~6-6.1~~ 6.1. Exercise of Restraint and Care in Designating Material for Protection.

~~7~~ Each Party or Nonparty that designates information or items for
~~8~~ protection under this Stipulated Protective Order must take care to
~~9~~ limit any such designation to specific material that qualifies under the

~~10~~ appropriate standards. The Designating Party must designate for

~~11~~ protection only those parts of material, documents, items, or oral or

~~12~~ written communications that qualify so that other portions of the

~~13~~ material, documents, items, or communications for which protection is

~~14~~ not warranted are not swept unjustifiably within the ambit of this

~~15~~ Stipulated Protective Order.

~~16~~ Mass, indiscriminate, or routinized designations are prohibited.

~~17~~ Designations that are shown to be clearly unjustified or that have been

~~18~~ made for an improper purpose (e.g., to unnecessarily encumber the

~~19~~ case development process or to impose unnecessary expenses and

~~20~~ burdens on other parties) may expose the Designating Party to

~~21~~ sanctions.

~~22-6.2~~ 6.2. Manner and Timing of Designations.

~~23~~ Except as otherwise provided in this Stipulated Protective Order

~~24~~ (see, e.g., Section 6.2(a)), or as otherwise stipulated or ordered,

~~25~~ Disclosure or Discovery Material that qualifies for protection under

~~26~~ this Stipulated Protective Order must be clearly so designated before

~~27~~ the material is disclosed or produced. ~~28-///~~

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Designation in conformity with this Stipulated Protective Order
~~2~~ requires the following:

~~3~~(a) For information in documentary form (e.g., paper or electronic
~~4~~ documents, but excluding transcripts of depositions or other

~~5~~ pretrial or trial proceedings), that the Producing Party affix at a

~~6~~ minimum, the legend "CONFIDENTIAL" to each page that

~~7~~ contains protected material. If only a portion or portions of the

~~8~~ material on a page qualifies for protection, the Producing Party

~~9~~ also must clearly identify the protected portion(s) (e.g., by

~~10~~ making appropriate markings in the margins).

~~11~~ A Party or Nonparty that makes original documents

~~12~~ available for inspection need not designate them for protection

~~13~~ until after the inspecting Party has indicated which documents it

~~14~~ would like copied and produced. During the inspection and

~~15~~ before the designation, all of the material made available for

~~16~~ inspection shall be deemed "CONFIDENTIAL." After the

~~17~~ inspecting Party has identified the documents it wants copied

~~18~~ and produced, the Producing Party must determine which

~~19~~ documents, or portions thereof, qualify for protection under this

~~20~~ Stipulated Protective Order. Then, before producing the

~~21~~ specified documents, the Producing Party must affix the legend

~~22~~ "CONFIDENTIAL" to each page that contains Protected

23 Material. If only a portion or portions of the material on a page
24 qualifies for protection, the Producing Party also must clearly
25 identify the protected portion(s) (e.g., by making appropriate
26 markings in the margins).

27 (b) For testimony given in depositions, that the Designating Party
28 identify the Disclosure or Discovery Material on the record,

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1 before the close of the deposition, all protected testimony.

2 (c) For information produced in nondocumentary form, and for any
3 other tangible items, that the Producing Party affix in a
4 prominent place on the exterior of the container or containers in
5 which the information is stored the legend "CONFIDENTIAL."

6 If only a portion or portions of the information warrants
7 protection, the Producing Party, to the extent practicable, shall
8 identify the protected portion(s).

9 ~~6.3~~ 6.3. Inadvertent Failure to Designate.

10 If timely corrected, an inadvertent failure to designate qualified
11 information or items does not, standing alone, waive the Designating
12 Party's right to secure protection under this Stipulated Protective
Order

13 for such material. Upon timely correction of a designation, the
14 Receiving Party must make reasonable efforts to assure that the
15 material is treated in accordance with the provisions of this
Stipulated

16 Protective Order. ~~17~~

18 ~~7~~ 7. CHALLENGING CONFIDENTIALITY DESIGNATIONS

19 ~~7.1~~ 7.1. Timing of Challenges.

20 Any Party or Nonparty may challenge a designation of
21 confidentiality at any time that is consistent with the Court's
22 Scheduling Order.

23 ~~7.2~~ 7.2. Meet and Confer.

24 The Challenging Party shall initiate the dispute resolution
25 process, which shall comply with Local Rule 37.1 et seq., and with

26 ~~///~~

27 ~~///~~

28 ~~///~~

1 Section 4 of Judge Audero's Procedures ("Mandatory Telephonic
2 Conference for Discovery Disputes"). ~~1~~

3 ~~7.3~~ 7.3. Burden of Persuasion.

4 The burden of persuasion in any such challenge proceeding shall
5 be on the Designating Party. Frivolous challenges, and those made for
6 an improper purpose (e.g., to harass or impose unnecessary expenses
7 and burdens on other parties) may expose the Challenging Party to
8 sanctions. Unless the Designating Party has waived or withdrawn the
9 confidentiality designation, all parties shall continue to afford the
10 material in question the level of protection to which it is entitled
under

11 the Producing Party's designation until the Court rules on the
12 challenge.

13

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8. ACCESS TO AND USE OF PROTECTED MATERIALS

15 ~~8.1~~ 8.1. Basic Principles.

16 A Receiving Party may use Protected Material that is disclosed
17 or produced by another Party or by a Nonparty in connection with this
18 Action only for prosecuting, defending, or attempting to settle this
19 Action. Such Protected Material may be disclosed only to the
20 categories of persons and under the conditions described in this
21 Stipulated Protective Order. When the Action reaches a final
22 disposition, a Receiving Party must comply with the provisions of

~~23~~ Section 14 below.

~~24~~ Protected Material must be stored and maintained by a
~~25~~ Receiving Party at a location and in a secure manner that ensures
that ~~26~~

~~27~~

~~1~~ Judge Audero's Procedures are available at

~~28~~ ~~<https://www.caed.uscourts.gov/honorable-maria-audero->~~

~~1~~ access is limited to the persons authorized under this Stipulated
~~2~~ Protective Order.

~~3~~ ~~8.28.2.~~ Disclosure of "CONFIDENTIAL" Information or Items.

~~4~~ Unless otherwise ordered by the Court or permitted in writing
~~5~~ by the Designating Party, a Receiving Party may disclose any
~~6~~ information or item designated "CONFIDENTIAL" only to:

~~7~~ (a) The Receiving Party's Outside Counsel of Record, as well as
~~8~~ employees of said Outside Counsel of Record to whom it is
~~9~~ reasonably necessary to disclose the information for this Action;

~~10~~ (b) The officers, directors, and employees (including In-House
~~11~~ Counsel) of the Receiving Party to whom disclosure is
~~12~~ reasonably necessary for this Action;

~~13~~ (c) Experts of the Receiving Party to whom disclosure is reasonably
~~14~~ necessary for this Action and who have signed the

~~15~~ "Acknowledgment and Agreement to Be Bound" (Exhibit A);

~~16~~ (d) The Court and its personnel;

~~17~~ (e) Court reporters and their staff;

~~18~~ (f) Professional jury or trial consultants, mock jurors, and
~~19~~ Professional Vendors to whom disclosure is reasonably
~~20~~ necessary or this Action and who have signed the

~~21~~ "Acknowledgment and Agreement to be Bound" (Exhibit A);

~~22~~ (g) The author or recipient of a document containing the
~~23~~ information or a custodian or other person who otherwise
~~24~~ possessed or knew the information;

~~25~~ (h) During their depositions, witnesses, and attorneys for
witnesses,

~~26~~ in the Action to whom disclosure is reasonably necessary
~~27~~ provided: (i) the deposing party requests that the witness sign
~~28~~ the "Acknowledgment and Agreement to Be Bound" (Exhibit

~~1~~

~~1~~ A); and (ii) the witness will not be permitted to keep any
~~2~~ confidential information unless they sign the "Acknowledgment
~~3~~ and Agreement to Be Bound," unless otherwise agreed by the
~~4~~ Designating Party or ordered by the Court. Pages of transcribed
~~5~~ deposition testimony or exhibits to depositions that reveal
~~6~~ Protected Material may be separately bound by the court
~~7~~ reporter and may not be disclosed to anyone except as permitted
~~8~~ under this Stipulated Protective Order; and

~~9~~ (i) Any mediator or settlement officer, and their supporting
~~10~~ personnel, mutually agreed upon by any of the parties engaged
~~11~~ in settlement discussions. ~~12~~

~~13~~ ~~9.~~ PROTECTED MATERIAL SUBPOENAED OR ORDERED

~~14~~ PRODUCED IN OTHER LITIGATION

~~15~~ If a Party is served with a subpoena or a court order issued in
other litigation
~~16~~ that compels disclosure of any information or items designated in
this Action as

~~17~~ "CONFIDENTIAL," that Party must:

~~18~~ (a) Promptly notify in writing the Designating Party. Such
notification

~~19~~ shall include a copy of the subpoena or court order;

~~20~~ (b) Promptly notify in writing the party who caused the subpoena or
order

~~21~~ to issue in the other litigation that some or all of the material covered
~~22~~ by the subpoena or order is subject to this Stipulated Protective Order.
~~23~~ Such notification shall include a copy of this Stipulated Protective
~~24~~ Order; and
~~25~~ (c) Cooperate with respect to all reasonable procedures sought to be
~~26~~ pursued by the Designating Party whose Protected Material may be
~~27~~ affected.

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If the Designating Party timely seeks a protective order, the Party served with
~~2~~ the subpoena or court order shall not produce any information designated in this
~~3~~ action as "CONFIDENTIAL" before a determination by the Court from which the
~~4~~ subpoena or order issued, unless the Party has obtained the Designating Party's
~~5~~ permission. The Designating Party shall bear the burden and expense of seeking
~~6~~ protection in that court of its confidential material and nothing in these provisions
~~7~~ should be construed as authorizing or encouraging a Receiving Party in this Action

~~8~~ to disobey a lawful directive from another court. ~~9~~
~~10~~ ~~10.10~~ 10. A NONPARTY'S PROTECTED MATERIAL SOUGHT TO BE
~~11~~ PRODUCED IN THIS LITIGATION
~~12~~ ~~10.1~~ 10.1. Application.

~~13~~ The terms of this Stipulated Protective Order are applicable to
~~14~~ information produced by a Nonparty in this Action and designated as
~~15~~ "CONFIDENTIAL." Such information produced by Nonparties in
~~16~~ connection with this litigation is protected by the remedies and relief

~~17~~ provided by this Stipulated Protective Order. Nothing in these
~~18~~ provisions should be construed as prohibiting a Nonparty from seeking
~~19~~ additional protections.

~~20~~ ~~10.2~~ 10.2. Notification.

~~21~~ In the event that a Party is required, by a valid discovery
~~22~~ request, to produce a Nonparty's confidential information in its
~~23~~ possession, and the Party is subject to an agreement with the Nonparty

~~24~~ not to produce the Nonparty's confidential information, then the Party
~~25~~ shall:

~~26~~ (a) Promptly notify in writing the Requesting Party and the
~~27~~ Nonparty that some or all of the information requested is subject
~~28~~ to a confidentiality agreement with a Nonparty;

~~10~~
~~1~~

(b) Promptly provide the Nonparty with a copy of the Stipulated
~~2~~ Protective Order in this Action, the relevant discovery
~~3~~ request(s), and a reasonably specific description of the
~~4~~ information requested; and

~~5~~ (c) Make the information requested available for inspection by the
~~6~~ Nonparty, if requested.

~~7~~ ~~10.3~~ 10.3. Conditions of Production.

~~8~~ If the Nonparty fails to seek a protective order from this Court
~~9~~ within fourteen (14) days after receiving the notice and accompanying
~~10~~ information, the Receiving Party may produce the Nonparty's

~~11~~ confidential information responsive to the discovery request. If the
~~12~~ Nonparty timely seeks a protective order, the Receiving Party shall
not
~~13~~ produce any information in its possession or control that is subject
to
~~14~~ the confidentiality agreement with the Nonparty before a
~~15~~ determination by the Court. Absent a court order to the contrary, the
~~16~~ Nonparty shall bear the burden and expense of seeking protection in
~~17~~ this Court of its Protected Material. ~~18~~

~~19~~ ~~11~~ 11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

~~20~~ If a Receiving Party learns that, by inadvertence or otherwise, it
has disclosed

~~21~~ Protected Material to any person or in any circumstance not
authorized under this

~~22~~ Stipulated Protective Order, the Receiving Party immediately must (1)
notify in

~~23~~ writing the Designating Party of the unauthorized disclosures, (2)
use its best

~~24~~ efforts to retrieve all unauthorized copies of the Protected
Material, (3) inform the

~~25~~ person or persons to whom unauthorized disclosures were made of all
the terms of

~~26~~ this Stipulated Protective Order, and (4) request such person or
persons to execute

~~27~~ the "Acknowledgment and Agreement to be Bound" (Exhibit A). ~~28~~ ~~///~~

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12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE

2 PROTECTED MATERIAL

~~3~~ When a Producing Party gives notice to Receiving Parties that
certain

~~4~~ inadvertently produced material is subject to a claim of privilege or
other

~~5~~ protection, the obligations of the Receiving Parties are those set
forth in Federal

~~6~~ Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to
modify

~~7~~ whatever procedure may be established in an e-discovery order that
provides for

~~8~~ production without prior privilege review. Pursuant to Federal Rule of
Evidence

~~9~~ ~~502~~ 502(d) and (e), insofar as the parties reach an agreement on the
effect of disclosure

~~10~~ of a communication or information covered by the attorney-client
privilege or work

~~11~~ product protection, the parties may incorporate their agreement in
the Stipulated

~~12~~ Protective Order submitted to the Court.

13

~~14~~ ~~13~~. MISCELLANEOUS

~~15~~ ~~13.1~~ 13.1. Right to Further Relief.

~~16~~ Nothing in this Stipulated Protective Order abridges the right of
~~17~~ any person to seek its modification by the Court in the future.

~~18~~ ~~13.2~~ 13.2. Right to Assert Other Objections.

~~19~~ By stipulating to the entry of this Stipulated Protective Order,
no

~~20~~ Party waives any right it otherwise would have to object to
disclosing

~~21~~ or producing any information or item on any ground not addressed in

~~22~~ this Stipulated Protective Order. Similarly, no Party waives any
right
~~23~~ to object on any ground to use in evidence of any of the material
~~24~~ covered by this Stipulated Protective Order.
~~25~~ ~~13.3~~ 13.3. Filing Protected Material.
~~26~~ A Party that seeks to file under seal any Protected Material must
~~27~~ comply with Local Rule 79-5. Protected Material may only be filed
~~28~~ under seal pursuant to a court order authorizing the sealing of the
~~14~~
~~1~~ specific Protected Material at issue. If a Party's request to file
~~2~~ Protected Material under seal is denied by the Court, then the
~~3~~ Receiving Party may file the information in the public record unless
~~4~~ otherwise instructed by the Court. ~~5~~

~~6~~ ~~14~~ 14. FINAL DISPOSITION

~~7~~ After the final disposition of this Action, within sixty (60) days
of a written
~~8~~ request by the Designating Party, each Receiving Party must return all
Protected
~~9~~ Material to the Producing Party or destroy such material. As used in
this
~~10~~ subdivision, "all Protected Material" includes all copies,
abstracts, compilations,
~~11~~ summaries, and any other format reproducing or capturing any of the
Protected
~~12~~ Material. Whether the Protected Material is returned or destroyed,
the Receiving
~~13~~ Party must submit a written certification to the Producing Party
(and, if not the
~~14~~ same person or entity, to the Designating Party) by the 60-day
deadline that
~~15~~ (1) identifies (by category, where appropriate) all the Protected
Material that was
~~16~~ returned or destroyed and (2) affirms that the Receiving Party has
not retained any
~~17~~ copies, abstracts, compilations, summaries or any other format
reproducing or
~~18~~ capturing any of the Protected Material. Notwithstanding this
provision, Counsel is
~~19~~ entitled to retain an archival copy of all pleadings; motion papers;
trial, deposition,
~~20~~ and hearing transcripts; legal memoranda; correspondence; deposition
and trial
~~21~~ exhibits; expert reports; attorney work product; and consultant and
expert work
~~22~~ product, even if such materials contain Protected Material. Any such
archival
~~23~~ copies that contain or constitute Protected Material remain subject
to this Stipulated
~~24~~ Protective Order as set forth in Section 5. ~~25~~ ~~///~~

~~26~~ ~~///~~

~~27~~ ~~///~~

~~28~~ ~~///~~

~~1-15~~

15. VIOLATION

~~2~~ Any violation of this Stipulated Order may be punished by any and
all
~~3~~ appropriate measures including, without limitation, contempt
proceedings and/or
~~4~~ monetary sanctions. ~~5~~

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~~6~~ IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

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Dated: November 25, 2024 GREENSPOON MARDER LLP

/s/ Jeffrey Gilbert
Sharon A. Urias
Jeffrey Gilbert (admitted pro hac vice)

Attorneys for Defendants Sunset West Legal Group, PC and Quintessa LLC
d/b/a The Injury Help Network

Dated: November 25, 2024 OLIVER LAW CENTER, INC.

/s/ Dana J. Oliver, Esq.
Dana J. Oliver, Esq.

Attorney for Plaintiff and the Proposed Class

Dated: November 25, 2024 PERRONG LAW, LLC

/s/ Andrew Roman Perrong, Esq.
Andrew Roman Perrong, Esq.

Attorney~~(s)~~ for Plaintiff~~(s)~~ and the Proposed Class

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Dated: November 25, 2024 PARONICH LAW, P.C.

/s/ Anthony Paronich, Esq.
Anthony Paronich, Esq.

~~11~~ Attorney~~(s)~~ for ~~Defendant(s)~~ Plaintiff and the Proposed Class

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FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

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Dated: November , 2024

~~16~~

Maria A. Audero
United States Magistrate Judge

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~~16~~ for the Central District of California for the purpose of enforcing
the terms of this

~~17~~ Stipulated Protective Order, even if such enforcement proceedings
occur after

~~18~~ termination of this action. I hereby appoint ~~—[full]~~
name [FULL NAME]

~~19~~ of ~~—[address and telephone number]~~ [ADDRESS AND
TELEPHONE NUMBER]

~~20~~ as my California agent for service of process in connection with this
action or any

~~21~~ proceedings related to enforcement of this Stipulated Protective
Order. ~~—22~~

~~23~~ Signature: _____

~~24~~ Printed Name: _____

~~25~~ Date: _____

~~26~~ City and State Where Sworn and Signed:

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JOINT STIPULATION FOR CONFIDENTIALITY AND PROPOSED PROTECTIVE ORDER

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JOINT STIPULATION FOR CONFIDENTIALITY AND PROPOSED PROTECTIVE ORDER

Document comparison by Workshare Compare on Monday, November 25, 2024
8:05:16 AM

Input:	
Document 1 ID	file:///C:/Users/u3251/Downloads/Model Stipulated Protective Order - Judge Audero.pdf
Description	Model Stipulated Protective Order - Judge Audero
Document 2 ID	file:///C:/Users/u3251/Downloads/Revised Joint Stipulation for Confidentiality and Proposed Protective Order (11-19-2024)(59105835.1).docx
Description	Revised Joint Stipulation for Confidentiality and Proposed Protective Order (11-19-2024)(59105835.1)
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
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Style change	
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Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	211
Deletions	540
Moved from	0
Moved to	0
Style changes	0
Format changes	0

Total changes	751
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